

Prepared By and Return To:
Eric L. Sappenfield, PLLC, MS Bar #6468
6858 Swinnea Road, 5 Rutland Place
Southaven, MS 38671 (662)349-3436
File #13170

INDEXING INSTRUCTIONS:
NE 1/4 of the NW 1/4 of
S19 T3S R7W, DeSoto County, MS

MODIFICATION AGREEMENT
LOAN AND DEED OF TRUST

This Agreement, made and entered into 14 day of ^{FEBRUARY} ~~January~~, 2011, by and between OTC INVESTMENTS, LLC AND FLYING GOOSE, LLC, with an address for the purposes herein of P.O. Box 1562, Tallulah, LA 71284 and First Tennessee Bank National Association with an office located at 615 Goodman Road East, Southaven, MS 38671 (the "Lender").

RECITALS

A. OTC Investments, LLC (the "Borrower") has executed and delivered a certain Note dated JANUARY 3, 2006 in the original principal amount of \$85,000.00 (the "Note") which in writing authorizes by its terms renewals, extensions, modifications, and/or refinancings thereof, and Deed of Trust on property located in DESOTO COUNTY, MISSISSIPPI, the Deed of Trust being dated JANUARY 3, 2006 and recorded in the DESOTO COUNTY, MISSISSIPPI Chancery Clerk's Office in Trust Deed Book 2422, Page 739, (the "Deed of Trust"), to which reference is made for a more particular description of the property and the indebtedness secured thereby.

B. The Bank is the Holder of the Note secured by the Deed of Trust.

C. The parties desire to modify and amend the terms of the Deed of Trust as provided herein.

AGREEMENT

NOW, therefore, for and in consideration of the mutual covenants and benefits to the parties, it is agreed:

1. Borrower and Flying Goose, LLC is desirous of adding certain additional collateral to the real property as described in the Deed of Trust.

2. Flying Goose, LLC and Borrower are the owners of the collateral to be pledged as security under the Deed of Trust.

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3. MODIFICATION OF LIEN OF DEED OF TRUST. The lien of the Deed of Trust shall be modified to add and pledge as security thereto the following described property:

LEGAL DESCRIPTION FOR PROPOSED LOT 11-I, HERNANDO INDUSTRIAL PARK, PHASE 1, SECOND REVISION, DIVISION OF SITE 11, A 1.0-ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST, CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI;

Commencing at the Southwest corner of the Northeast Quarter of Section 19, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, and run thence North for a distance of 588.66 feet to the Northeast corner of the Harris Tract; thence run West along the North line of said Harris Tract for a distance of 958.28 feet to the Southwest corner of the Beene Tract; thence run North along the West line of the Beene Tract for a distance of 1,495.57 feet to the Southwest corner of Hernando Industrial Park, Phase 1, First Revision, Division of Site 11, as same is platted in the Office of the Chancery Clerk DeSoto County, Mississippi, in Plat Book 95 on Page 43; thence North 86 degrees 23 minutes 03 seconds East along the South line of Hernando Industrial Park for a distance of 401.31 feet to the **POINT OF BEGINNING**; thence along the western right-of-way of a proposed road as follows: North 03 degrees 45 minutes 51 seconds East for a distance of 121.00 feet; along a curve to the right, having a chord bearing of North 22 degrees 08 minutes 13 seconds East, a chord distance of 56.26 feet and a radius of 113.40 feet to a point on the existing right-of-way of Industrial Drive West; thence along the existing right-of-way of Industrial Drive West as follows: along a curve to the left, having a chord bearing of North 18 degrees 59 minutes 26 seconds East, a chord bearing of 31.24 feet and a radius of 60.00 feet; along a curve to the right, having a chord bearing of North 28 degrees 37 minutes 54 seconds East, a chord distance of 33.47 feet and a radius of 40.00 feet; North 53 degrees 21 minutes 39 seconds East for a distance of 80.76 feet; thence leaving the existing right-of-way of Industrial Drive West run South 29 degrees 12 minutes 57 seconds East for a distance of 301.42 feet to the Southeast corner of the above mentioned Hernando Industrial Park, Phase 1, First Revision, Division of Site 11; thence along the South line of said property South 86 degrees 23 minutes 03 seconds West for a distance of 267.81 feet to the Point of Beginning.

THE CLERK OR ANY DEPUTY THEREOF OF THE RECORDING OFFICE IS HEREBY AUTHORIZED AND EMPOWERED TO, AND HEREBY REQUESTED TO NOTE ON THE RECORD OF THE DEED OF TRUST THE RECORDATION OF THIS AGREEMENT.

4. LIMITED MODIFICATION. THIS IS INTENDED TO BE A MODIFICATION OF THE SAME INDEBTEDNESS OR OBLIGATIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS MODIFICATION AGREEMENT, THE TERMS, CONDITIONS AND PROVISIONS OF THE NOTE AND DEED OF TRUST SHALL NOT BE AFFECTED, MODIFIED, ALTERED OR IMPAIRED IN ANY MANNER, INCLUDING BUT NOT LIMITED TO THE LIEN, PRIORITY, AND/OR VALIDITY OF THE DEED OF TRUST. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE ORIGINAL TERMS OF THE NOTE AND DEED OF TRUST ARE HEREBY RATIFIED AND CONFIRMED AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND THIS MODIFICATION IS INTENDED AS A LIMITED MODIFICATION ONLY AND NOT AS A NOVATION OF SAID NOTE NOR A NEW OBLIGATION. ALL PRIOR NOTES OR OTHER FORMS OF OBLIGATIONS OR INDEBTEDNESS SECURED BY THE DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

FLYING GOOSE, LLC

By: [Signature]
Name: Mackey Moore
Title: Regional President

By: [Signature]
Steve Beene, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26 day of January, 2011, within my jurisdiction, the within named Mackey Moore, who acknowledged that he/she is Regional Pres. of First Tennessee Bank National Association, a Mississippi Banking Corporation, and that for and on behalf of the said corporation, and as it act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MY COMMISSION EXPIRES:
6-16-2014



[Signature]
NOTARY PUBLIC

STATE OF MS
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2 day of ~~January~~ ^{Feb. 20}, 2011, within my jurisdiction, the within named Steve Beene, who acknowledged that he is a Member of Flying Goose, LLC a Mississippi Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as it act and deed he executed the above and foregoing instrument, after first ~~having been~~ duly authorized by said limited liability company so to do.

MY COMMISSION EXPIRES:
6-16-2014



[Signature]
NOTARY PUBLIC

OTC Investments, LLC

By: Jeffrey Todd Beene
 Jeffrey Todd Beene, Member

STATE OF LOUISIANA
 COUNTY OF MADISON
 PARISH

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14 day of ~~January~~ ^{FEBRUARY}, 2011, within my jurisdiction, the within named Jeffrey Todd Beene, who acknowledged that he is a Member of OTC Investments, LLC a Louisiana Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as it act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Elizabeth A. Bullard
 NOTARY PUBLIC #42562

MY COMMISSION EXPIRES:
At Death

